

COLLECTIVE AGREEMENT

between the

**THOMPSON VIEW MANOR SOCIETY
(THOMPSON VIEW LODGE - ASHCROFT, BC)**

and the

**B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION (BCGEU)**

Effective from December 1, 2018 to November 30, 2021

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DEFINITIONS

For the purpose of this agreement:

- (1) "*basic pay*" means the rate of pay in each wage schedule.
- (2) "*spouse*" is an employee's married or common-law spouse.
- (3) "*common-law spouse*" includes individuals where the employee has signed a declaration or affidavit that they have been living in a common-law relationship for at least 12 months. The period of co-habitation may be less than three months where the employee has claimed the common-law spouse's child/children for taxation purposes.
- (4) "*employee*" means an employee included in the bargaining unit and includes regular full-time employees, regular part-time employees, and casual employees.
- (5) "*Employer*" means Thompson View Manor Society (Thompson View Lodge).
- (6) "*leave of absence with pay*" means to be absent from duty with permission and with pay.
- (7) "*leave of absence without pay*" means to be absent from duty with permission but without pay.
- (8) "*Union*" means the B.C. Government and Service Employees' Union.
- (9) "*worksites*" means Thompson View Lodge, or any place directed to attend on behalf of Thompson View Lodge.

The parties agree that portions of the collective agreement interchanged from days to hours for the purpose of administrative ease. As a general principle, any such changes do not alter the intent or meaning of the agreement and the parties agree that neither party will either gain or lose any benefit contained in the agreement as a result of this change.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

The parties of this agreement determined to establish, within the framework provided by the law, an effective working relationship at all levels in which members of the bargaining unit are employed.

It is recognized that the primary focus of the Employer's operations is to serve seniors at Thompson View Lodge.

1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of the collective agreement, the following shall apply:

- (a) the remaining provisions of the collective agreement shall remain in force and effect for the term of the collective agreement;
- (b) the Employer and the Union shall, as soon as possible, attempt to negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered due to the laws;
- (c) if a mutual agreement cannot be struck as provided in (b) above, the matter shall be mediated/arbitrated pursuant to Article 9 of the collective agreement.

1.3 Conflict with Rules

In the event that there is a conflict between the contents of this agreement and any rule or order made by the Employer, or on behalf of the Employer, this agreement shall take precedence over the said rule or order.

1.4 Use of Feminine and Singular Terms

Wherever any gender or singular is used, the same shall be applied to any gender identity or expression, or plural unless otherwise specifically stated.

1.5 Sexual Harassment

The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment. An employee allegedly being harassed shall register the complaint in writing to the Community Manager, either directly or through the Union. The Community Manager is required to respond to the employee or Union, whichever the case may be, forthwith. The Community Manager shall deal with the complaint with all possible confidentiality.

The Community Manager shall investigate the allegation and, if substantiated, take action appropriate to the offence.

Where the allegation was presented through the Union, the Employer shall notify the Union within 14 days of completing the investigation, whether or not the allegation was substantiated, and indicate what action, if any, was taken.

The parties agree that substantiated cases of sexual harassment shall be cause for discipline, up to and including dismissal.

Allegations of sexual harassment which are found to be in bad faith shall be cause for discipline, up to and including dismissal.

1.6 Harassment

"*Discrimination*" means the adverse differential treatment of an individual or group, whether intentional or unintentional, regarding employment or any term or condition of employment on the basis of one or more of the prohibited grounds contained in the *BC Human Rights Code*.

"*Harassment*" may involve one or a series of incidents involving unwelcome comments or actions based on the legally protected characteristics under the *BC Human Rights Code* or on other factors.

"*Workplace Bullying/Personal Harassment*" includes any inappropriate conduct or comment by a person towards a worker that the person knew or reasonably ought to have known would cause that worker to be humiliated or intimidated.

(a) The Employer and the Union recognize the benefit to be derived from a work environment free from discrimination, harassment, workplace bullying and personal harassment, not only the specific conduct prohibited by the *BC Human Rights Code*, but of any form of personal harassment which may cause embarrassment, insecurity, discomfort, offence or humiliation to another person or group. The parties agree to foster and promote such an environment.

(b) An employee allegedly being harassed, discriminated against, or bullied by another employee, a supervisor, a board member, or a contractor engaged by the Employer shall register the complaint in writing to the Community Manager either directly or through the Union. The Community Manager shall deal with the complaint with all possible confidentiality. The Community Manager shall investigate the allegation and, if substantiated, take action appropriate to the offence. Until a harassment complaint is

resolved, the Employer may take interim measures, including separating the complainant and respondent.

If the complaint involves the Community Manager the employee will register the complaint, in writing, to the Chair of the Board of Directors. The Chair of the Board of Directors will investigate the complaint and issue a decision.

(c) If the employee is not satisfied with the decision of either the Chair of the Board of Directors, or the Community Manager, she may refer the complaint on to an independent investigator. The independent investigator will be agreed to by the parties. Cost of the independent investigator shall be cost shared by the parties on a 50/50 basis.

Where the allegation was presented through the Union, the Employer shall notify the Union within 14 days of completing the investigation, whether or not the allegation was substantiated, and indicate what action, if any, was taken. Unresolved complaints of harassment under this provision may be submitted by the Union to the investigator under Clause 8.15.

(d) If the Employer fails to act upon the agreed to recommendations of the investigator, or if the action taken by the Employer is not consistent with the recommendations, the Employer's decision may be considered as not having been determinative of the complaint.

(e) The parties agree that substantiated cases of harassment shall be cause for discipline, up to and including dismissal.

(f) Allegations of harassment which are found to be in bad faith shall be cause for discipline, up to and including dismissal.

(g) Harassment, discrimination and bullying, does not include actions occasioned through exercising, in good faith, the Employer's managerial/supervisory rights and responsibilities, or normal social interaction or banter, between people.

1.7 Verbal Abuse and Bullying

It is acknowledged that it is not acceptable for employees to be subjected to verbal abuse or bullying from residents of the worksite. Employees who believe they have either witnessed or been subjected to such must report the allegation to the Community Manager within 24 hours of the alleged occurrence on an incident report form including all pertinent details. The Employer must investigate any allegations of verbal abuse or bullying by residents and take appropriate action within 14 days of the complaint being made. The Employer will advise the complainant of their findings. If necessary, the Employer and complainant will meet to jointly discuss strategies to resolve the matter.

ARTICLE 2 - RECOGNITION OF THE UNION

2.1 Bargaining Agent Recognition

(a) Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees in the bargaining unit.

(b) The bargaining unit shall be comprised of all employees working at Thompson View Lodge, but shall not include the Community Manager, Property Manager and/or Business Manager.

2.2 Correspondence

(a) Employer agrees that all correspondence between the Employer and the Union related to matters covered in this agreement shall be sent to the President of the Union (or designate).

(b) The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this agreement pertaining to the interpretation of any article in this agreement shall be forwarded to the President of the Union (or designate).

2.3 No Other Agreement

No employee covered by this agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which is in conflict with the terms of this agreement.

2.4 No Discrimination

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee by reason of her membership or activity in the Union. In addition, the parties hereto subscribe to the principles of the *Human Rights Code* of British Columbia.

2.5 Recognition and Rights of Stewards

The Employer recognizes the Union's right to select four stewards or less to represent employees on the worksite. The number of shop stewards may be changed by mutual agreement. The Union agrees to provide the Employer with a list of the employees designated as stewards. A steward shall obtain the permission of the Community Manager and in her absence the person in charge before leaving her work to perform her duties as a steward. Leave for this purpose shall be without loss of pay. Such permission shall not be unreasonably withheld. On resuming her normal duties, the steward shall notify the Community Manager and in her absence the person in charge.

Duties of the steward are:

- (a) investigation of complaints of an urgent nature;
- (b) investigation of grievances and assisting any employee whom the steward represents in preparing and presenting a grievance in accordance with the grievance procedure;
- (c) supervision of ballot boxes and other related functions during ratification votes involving the Employer and provided the ratification vote is held on the Employer's premises;
- (d) carrying out duties within the realm of assigned safety responsibilities for stewards who are members of safety committees;
- (e) attending meetings called by management.

2.6 Bulletin Board

The Employer shall provide a bulletin board for the exclusive use of the Union, to be located at a place which is mutually agreed upon at the local level. Use of the bulletin board shall be restricted to the business affairs of the Union and the display of the union shop card.

2.7 Badges, Insignia and Union Shop Cards

- (a) A union member shall have the right to wear one union pin or badge displaying the recognized insignia of the Union. The Union agrees to furnish to the Employer a union shop card for the Employer's place of operation, to be displayed on the premise at a mutually agreed location. Such card will remain the property of the Union and shall be surrendered upon demand.
- (b) The recognized insignia of the Union shall include the designation "BCGEU."

2.8 Right to Refuse to Cross Picket Lines

- (a) All employees covered by this agreement shall have the right to refuse to cross a picket line arising out of a labour dispute, as defined in the appropriate legislation. Any employee failing to report for duty shall be considered to be absent without pay and benefits.
- (b) Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action.
- (c) Any employees assigned to cover essential services as defined in the *Labour Code* of British Columbia shall be authorized and permitted to cross a legal picket line.

2.9 Unpaid Leave - Union Business

- (a) Leave of absence without pay and without loss of seniority shall be granted with 14 days' written notice for the purposes listed below. Such leave shall be subject to operational requirements and shall not be unreasonably withheld:

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
- (3) to employees called by the Union to appear as witnesses before an arbitration board or the Labour Relations Board of BC, provided the dispute involves the Employer; or
- (4) to employees representing the Union in collective bargaining.
- (5) This provision does not apply to employees who are hired by the Union for a period greater than six months.

- (b) To facilitate the administration of Section (a) when leave without pay is granted, the leave shall be given with basic pay and benefits and the Union shall reimburse the Employer for appropriate compensation costs, including travel time, incurred. It is understood that employees granted leave of absence pursuant to this article shall receive their current rates of pay while on leave of absence.

The Union agrees to reimburse the Employer within 28 days of receipt of billing from the Employer.

- (c) The Employer shall grant, on request, leave of absence without pay:
 - (1) for employees selected for a full-time position with the Union for a period of up to one year;
 - (2) for an employee elected to the position of President or Treasurer of B.C. Government and Service Employees' Union. Such leave may only be granted for a three year period, or may be extended for a second term, up to six years maximum.
 - (3) For an employee elected to any body to which the Union is affiliated for a period of one year, and the leave shall be renewed upon request, to a maximum of three years.
- (d) To facilitate the administration of Section (c) the vacancy which occurs as a result shall be posted as a temporary vacancy, to return of incumbent. Four weeks' notice shall be given by the employee of their intent to return to their position.

2.10 Membership Information

The Employer agrees to provide to the Union once a year, before the end of January, a list of all union members, their current job categories and employee status known to the Employer.

As an alternative to providing a written list, the above-noted lists may be supplied to the Union by email.

2.11 Technical Information

- (a) The Employer agrees to provide to the Union such information as is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.
- (b) In January of each year the Employer shall provide to the Union a list of all employees in the bargaining unit, their job titles, addresses and their phone numbers.

ARTICLE 3 - UNION SECURITY

- (a) All employees covered by the Union's Certificate of Bargaining Authority who, prior to January 9, 2017, were members of the Union, as a condition of continued employment, maintain such membership.
- (b) All bargaining unit employees hired on or after January 9, 2017 shall, as a condition of employment, become members of the Union and maintain such membership.

ARTICLE 4 - CHECK-OFF OF UNION DUES

- (a) The Employer shall, as a condition of employment, deduct from the regular wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union, provided there are sufficient wages owing to the employee in the particular pay period to cover the deductions. The employee shall, as a condition of continued employment, complete an authorization form as provided by the Union for this purpose. The Employer shall deduct from any employee who is a member of the Union any general assessments levied in accordance with the Union Constitution and/or Bylaws.

All deductions shall be made in each payroll period and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.

The Employer will submit union dues remittance by Electronic Funds Transfer (EFT). The EFT will be submitted with an email to directdeposit@bcgeu.ca including the EFT date and dollar amount. Each EFT email will also include:

- (1) Employer name
- (2) Pay period type (eg. Monthly, semi-monthly, biweekly, etc.)
- (3) Pay period number
- (4) Pay period end date
- (5) Pay period pay date

- (b) All deductions shall be remitted to the President of the Union not later than 28 days following the end of the month in which the deduction was made and the Employer shall also provide a list of names of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee.

As an alternative to providing a written list, and provided that the Union's computer system is compatible with the Employer's computer system, the above-noted lists may be supplied to the Union

on a computer tape/disk or by modem. Where the information is not supplied through the foregoing method, the Employer shall supply the requested information on hard copy.

(c) Before the Employer is obliged to deduct any amount under (a) above, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted, provided that the changed deduction can be reasonably accommodated by the Employer's payroll system.

The Union will give reasonable notice to the Employer of any change in union dues, assessment, fees, or other amounts which the Employer is required to deduct. All changes shall coincide with the beginning of the Employer's pay period.

(d) From the date of the signing of this agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit, except by mutual agreement of the parties to this agreement.

(e) At the same time that Income Tax (T4) slips are made available, the Employer, without charge, shall indicate on the T4 slip the total amount of union dues paid by the employee for the previous year (the year for which the T4 slip is provided). Every reasonable effort shall be made for these to be available to the employee at the earliest possible date, or not later than March 1st of the succeeding year.

(f) The Employer will provide to the Union on a quarterly basis, a report of employees who have ceased employment, and the Record of Employment (ROE) Code used in Block 16 of the ROE form for each of those employees.

ARTICLE 5 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

(a) At the time of new hire new employees will be advised that a collective agreement is in effect and of the condition of employment set out in the articles dealing with Union Security and Dues Check-off.

(b) The Employer shall provide all new employees with:

- (1) the name, location and work telephone number (if applicable) of the steward; and
- (2) an authorization form for union dues check-off.

(c) The employee's immediate supervisor will introduce her to the steward, who will provide the employee with a copy of the collective agreement.

(d) The steward shall be advised of the name, location and work telephone number (if applicable) of new employees.

(e) The steward will be given an opportunity to meet with each new employee within regular working hours, without loss of pay for 30 minutes sometime during the first 30 days of employment.

(f) The Union will provide the Employer with an up-to-date list of steward names, work locations and work telephone numbers (if applicable) in order that the Employer may meet its obligation in (b)(1) above.

(g) The Employer will provide the Union with a copy of the completed and signed authorization form for dues check-off for all new employees.

ARTICLE 6 - MANAGEMENT RIGHTS

6.1 Management Rights

- (a) The management of the Employer's business, and the direction of the workforce, including hiring, firing, promotion and demotion of employees is vested exclusively in the Employer except as otherwise specifically provided in this agreement.
- (b) The Union agrees that all employees shall be governed by all rules (including Policies and Procedures) as adopted by the Employer and published to employees on bulletin or notice boards, or by general distribution, provided such rules are not in conflict with this agreement.

6.2 Bargaining Unit Work

- (a) Managerial exclusions are permitted to work in an emergency situation where bargaining unit employees are not immediately available, and for instruction or training of employees. In the case of an emergency, bargaining unit members will be called to work immediately, and management shall cease to perform bargaining unit work when bargaining unit employees in sufficient numbers arrive on the scene.

ARTICLE 7 - EMPLOYER/UNION RELATIONS

7.1 Representation

No person shall undertake to represent the Union or the Employer without the proper authorization of the respective party. To facilitate this, the Union shall supply the Employer with the names of its officers, and similarly, the Employer shall supply the Union with the names of the designates with whom the Union may be required to transact business.

7.2 Union Bargaining Committee

A union bargaining committee shall be elected and consist of a maximum of two representatives.

Leave of absence to attend negotiation sessions shall be administered in accordance with Clause 2.9 Unpaid Leave - Union Business.

7.3 Union Representatives

- (a) The Employer agrees that access to its premises will be granted to a BCGEU staff representative, or authorized alternate, when dealing with or negotiating with the Employer, or when investigating and assisting in the settlement of a grievance.
- (b) The union representative shall provide reasonable notice to the Community Manager in advance of their intention and their purpose for entering and shall specify the anticipated duration of the visit. Such visits shall not interfere with the operation of the Employer's business.

7.4 Definition of Employees

- (a) A "*regular full-time employee*" is one who is appointed to a regularly-scheduled position and is regularly scheduled to work seven and one-half hours or eight per day, depending on the employee's shift rotation, and a minimum of 37.5 hours per week, exclusive of unpaid meal breaks.
- (b) A "*regular part-time employee*" is one who is appointed to a regularly-scheduled position and is regularly scheduled to work 16 hours up to 37.5 hours per week, exclusive of unpaid meal breaks.

(c) A "casual employee" is one who is employed in work that is not of a continuous nature, including coverage for vacation, illness or injury, or temporary work which is created by a special project or contract.

7.5 Casual Employees

(a) Casual employees shall be paid 6% holiday pay based on gross earnings and paid on each paycheque, assuming they have worked in the pay period.

(b) Casual employees, who work on a proclaimed statutory holiday as per Clause 16.1 shall be paid time and one-half for all hours worked, except for Christmas Day, when they shall be paid at double-time.

(c) Casual employees are covered by the following provisions of the collective agreement:

- (1) Article 1 - Purpose of Agreement;
- (2) Article 2 - Recognition of the Union;
- (3) Article 3 - Union Security;
- (4) Article 4 - Check-off of Union Dues;
- (5) Article 5 - Employer and Union Shall Acquaint New Employees;
- (6) Article 6 - Employer's Rights;
- (7) Article 7 - Employer and Union Relations;
- (8) Article 8 - Grievances;
- (9) Article 9 - Arbitration;
- (10) Article 10 - Dismissal, Suspension and Discipline;
- (11) Article 11 - Seniority;
- (12) Article 12 - Vacancy Posting;
- (13) Article 14 - Hours of Work; except for 14.3(a), (e), (g);
- (14) Article 15 - Overtime, except for 15.6(c) and 15.8;
- (15) Article 19 - Workers' Compensation, except 19.2(b) and (c);
- (16) Clause 20.1 - Compassionate Care Leave;
- (17) Article 21 - Maternity and Adoption Leave, except 21.4, 21.5 and 21.6;
- (18) Article 22 - Safety and Health;
- (19) Clause 24.2(b) - Health and Welfare;
- (20) Article 25 - Work Clothing and Related Supplies;
- (21) Article 26 - Payment of Wages and Allowances, except 26.2;
- (22) Article 27 - Notice of New and Changed Positions;
- (23) Article 28 - General Conditions;
- (24) Article 29 - Casual Call-in;
- (25) Article 30 - Term of Agreement;
- (26) Appendix 1 - Wage Schedule;
- (27) Memorandum of Agreement #1 - Staff Meals.

Casual employees shall be paid in accordance with the job category in which they are employed.

A casual employee may be reclassified as a regular employee only by successfully bidding into a permanent vacancy in respect of which there is no present regular incumbent.

7.6 Casual Employee Probationary Period

(a) Casual employees shall serve a probationary period of 450 hours of work. During the said probationary period, casual employees may be terminated for unsatisfactory service.

(b) A casual employee who has not completed probation under this clause and who is reclassified as a regular employee shall serve the remainder of the 450 hours in the regular position subject to Clause 12.5; the hours spent as a casual employee will be counted as part of the 450 hours.

(c) Where a casual employee who has completed probation is reclassified to a regular employee such employee shall not be required to serve another probationary period under Article 12, but will be required to complete the qualifying period of 300 hours under Clause 12.5.

ARTICLE 8 - GRIEVANCES

8.1 Grievance Procedure

The Employer and the Union recognize that grievances may arise concerning:

- (a) differences between the parties respecting the interpretation, application, operation or any alleged violation of a provision of this agreement, including a question as to whether or not a matter is subject to arbitration; or
- (b) the dismissal, discipline or suspension of an employee bound by this agreement.

The procedure for resolving a grievance shall be the grievance procedure in this article.

8.2 Step 1

In the first step of the grievance procedure every effort shall be made to settle the dispute with the Community Manager. The aggrieved employee shall have the right to have her steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the union steward, to Step 2 of the grievance procedure.

A grievance shall not be submitted, or advanced to Step 2 of the grievance procedure until the matter has been discussed by the employee and the Community Manager in accordance with Step 1 of the grievance procedure.

8.3 Time Limits to Present Initial Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure in the manner prescribed in Clause 8.4, must do so not later than:

- (a) 21 days after the date on which she was notified orally or in writing, of the action or circumstances giving rise to the grievance; or
- (b) 21 days after the date on which she first became aware of the action or circumstances giving rise to the grievance.

8.4 Step 2

- (a) Subject to the time limits in Clause 8.3, the employee may present a grievance at this level by:
 - (1) recording this grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
 - (2) stating the article or articles of the agreement infringed upon or alleged to have been violated and the remedy or correction required; and
 - (3) transmitting this grievance to the designated supervisor through the union steward.

- (b) The Community Manager (or designate) shall acknowledge receipt of the written grievance by signing and dating the grievance form at the time that the grievance is presented.

8.5 Time Limit to Reply at Step 2

The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within 21 days of receiving the grievance at Step 2.

8.6 Step 3

The President of the Union (or designate), may advance a grievance at Step 3 within:

- (a) 21 days after the decision has been conveyed to him/her by the representative designated by the Employer to handle grievances at Step 2; or
- (b) 21 days after the Employer's reply was due.

8.7 Time Limit to Reply at Step 3 and Step 3 Meeting

A human resources representative from the Board of Directors shall reply in writing to the grievance within 14 days of receipt of the grievance at Step 3. Within 14 days of receipt of the Employer's Step 3 response, the BCGEU staff representative and the Board of Directors representative shall meet to discuss the grievance and attempt to resolve it.

8.8 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 3 and pursuant to Article 9, the President (or designate) may inform the Employer of the Union's intention to submit the dispute to arbitration within:

- (a) 30 days after the Employer's decision has been received; or
- (b) 30 days after the Employer's decision was due.

8.9 Administrative Provisions

- (a) Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by registered mail or an agreed to email address.
- (b) Grievances, replies and notification shall be deemed to be presented on the day on which they are registered and received on the day they were delivered to the appropriate offices of the Employer or the Union.
- (c) In the event of a dispute, lockout, or other work stoppage in a Canada Post Office within British Columbia, this section shall not apply.
- (d) The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing.

8.10 Management Grievance

The Employer may initiate a grievance at Step 3 of the grievance procedure by the Board of Directors Human Resources Representative (or designate) presenting the grievance to the President of the Union or the union area staff representative.

Failing satisfactory settlement at Step 3 and pursuant to Article 9, the Employer may inform the President (or designate) of its intention to submit the dispute to arbitration within:

- (a) 30 days after the Union's response has been received; or
- (b) 30 days after the Union's decision was due.

8.11 Time Limits

If the President of the Union (or designate), an employee, or an employer fails to process a grievance within the prescribed time limits, the grievance will be deemed to have been abandoned. However, neither party will be deemed to have prejudiced its position on any future grievance.

8.12 Deviation from Grievance Procedure

The Employer agrees that, after a grievance has been initiated by the Union at Step 2, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union. In the event that after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this article, the grievance shall be considered to have been abandoned.

8.13 Policy Grievances

Where either party to this agreement disputes the general application, interpretation or alleged violation of an article of this agreement, the dispute shall be discussed initially with the Board of Directors Human Resources Representative (or designate) or the Union within 30 calendar days of the occurrence. Where no satisfactory agreement is reached, either party, within a further 14 calendar days, may submit the dispute to arbitration, as set out in Article 9 of this agreement.

8.14 Dismissal or Suspension

Employees dismissed or suspended for alleged cause shall have the right to submit a grievance to the Board of Directors Human Resources Representative commencing at Step 3 within 14 days of the employee receiving notice of dismissal or suspension.

8.15 Investigator

Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this agreement, including any questions as to whether a matter is arbitrable, during the term of the collective agreement, an arbitrator agreed to by the parties shall, at the request of either party:

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference within five days of the date of receipt of the request and for those five days from that date time does not run in respect of the grievance procedure.

The parties agree that this procedure will not be invoked until the grievance procedure has been completed.

The parties shall equally share the costs of the fees and expenses of the investigator.

ARTICLE 9 - ARBITRATION**9.1 Notification**

Where a difference arising between the parties relating to the interpretation, application, or administration of this agreement, including any question as to whether a matter is arbitrable, either of the parties may, after exhausting the grievance procedure in Article 8, notify the other party

within 30 days of the receipt of the reply at the third step of its desire to submit the difference or allegation to arbitration.

9.2 Arbitrator

- (a) When a party has requested that a grievance be submitted to arbitration, it shall indicate to the other party of the agreement within 14 days.
- (b) The parties agree to refer the matter to a single arbitrator from an agreed upon list of arbitrators listed in Appendix 2.

9.3 Decision of the Arbitrator

The decision of the Arbitrator shall be final, binding, and enforceable on the parties. The Arbitrator shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the Arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions.

9.4 Disagreement on Decision

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision, which it shall make every effort to do within seven days.

9.5 Expenses of Arbitration

Each party shall pay one-half of the fees and expenses of the Arbitrator.

9.6 Amending Time Limits

The time limits fixed in the Arbitration procedure may be altered by mutual consent of the parties, but the same must be in writing.

9.7 Expedited Arbitration

The parties shall meet every four months or as often as required to review outstanding grievances filed at arbitration to determine by mutual agreement those grievances suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.

All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:

- (1) dismissals;
- (2) rejection on probation;
- (3) suspension in excess of 20 workdays;
- (4) policy grievances;
- (5) grievances requiring substantial interpretation of a provision of this agreement;
- (6) grievances requiring presentation of extrinsic evidence;
- (7) grievances where a party intends to raise a preliminary objection;
- (8) demotions.

By mutual agreement, a grievance falling into any of these categories may be placed into the expedited arbitration process.

- (a) The parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve groups of grievances.

- (b) The Arbitrator shall hear the grievances and shall render a decision within two working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (c) The parties will limit their use of authorities.
- (d) The parties will not use outside counsel.
- (e) Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- (f) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (g) A grievance determined by either party to fall within one of the categories listed in (b) above, may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Article 9 - Arbitration.
- (h) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

10.1 Burden of Proof

In all cases of discipline and dismissal, the burden of proof of just cause shall rest with the Employer, except in the case of probationary employees.

10.2 Notice of Dismissal or Suspension

Notice of dismissal or suspension shall be in writing and shall set forth the reasons for dismissal or suspension, and a copy shall be sent to the President of the Union (or designate).

10.3 Right to Grieve Other Disciplinary Action

- (a) Disciplinary action grievable by the employee shall include written censures, letters of reprimand and adverse reports or employee appraisals. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in her file, she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of her personnel record.
- (b) Upon the employee's written request, any such document, other than official performance appraisals shall be removed from the employee's file after the expiration of 18 months from the date it was issued, provided that there has not been any further infraction of the same issue.
- (c) In cases where disciplinary documents relate to resident or patient abuse, such documents will be maintained in the employee's file for a period of 24 months from the date of issue provided that there have not been any further infractions of resident abuse.

10.4 Evaluation Reports

Where a formal appraisal of an employee's performance is carried out, the employee concerned shall be given an opportunity to read and review a copy of the appraisal, away from the worksite. The employee shall sign the appraisal within 48 hours of receipt of the appraisal. The form shall provide for the employee's signature in two places, one indicating that the employee has read and agrees with the appraisal; the other indicating that the employee has read and disagrees with the appraisal.

An employee shall receive a copy of this evaluation report at the time of signing.

All final employee performance appraisals shall form part of the employee's record.

If the employee doesn't submit a grievance on the content of the appraisal within 21 days of the date on which the employee signed the appraisal in disagreement, the appraisal shall become a part of the employee's record.

10.5 Personnel File

(a) An employee, or the President of the Union (or designate) with the written authority of the employee, shall be entitled to review the employee's personnel file, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance. The employee or the President, as the case may be, shall give the Employer adequate written notice, prior to having access to such file. Access to the file shall be no later than three days after notice is given.

(b) With reasonable written notice given to the Employer, an employee shall be permitted to review her personnel file in the office in which the file is normally kept.

10.6 Right to Have Steward Present

This provision shall not apply to those discussions that are of an operational nature and do not involve imposition of disciplinary action.

Where the Employer intends to interview an employee for disciplinary purposes, the Employer must notify the employee in advance of the purpose of the interview in order that the employee has the right to contact her steward, providing that this does not result in an undue delay of the appropriate action being taken.

Where the Employer intends to interview a shop steward for disciplinary purposes, the steward shall have the right to consult with a staff representative of the Union and to have another shop steward or alternate present at any disciplinary discussion with the Employer. An employee shall have the right to have their steward present at any discussion with supervisory personnel, which the employee believes might be the basis of disciplinary action providing that this does not result in an undue delay of the appropriate action being taken.

10.7 Employment Abandoned

Any employee who fails to report for work and does not notify her person in charge within three workdays, and who cannot give an acceptable reason for her absence, shall be considered as having abandoned her position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there was an acceptable reason for not having informed the Employer. Examples of acceptable reasons may include, but not be limited to incapacitation due to illness or injury, natural disasters.

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

"*Seniority*" shall be defined as the length of the employee's continuous employment with Thompson View Lodge and shall be accumulated based on straight-time hours paid since the most recent date of employment with the Employer. The Employer will recognize all service prior to ratification.

Upon completion of the probationary period, the initial date of employment shall be used in determining benefits and seniority hours.

11.2 Seniority Lists

Seniority lists for regular full-time employees shall be posted within the first week of the months of January and July. Seniority lists for regular part-time and casual employees shall be posted within the first week of the months of January, April, July, and October. The seniority lists shall include the name, department, and straight-time hours paid up to the end of the previous month's pay period. A copy of the seniority lists shall be supplied to the President of the Union (or designate) and to the steward(s). Such lists shall be open for final correction for a period of 30 calendar days following the posting, after which the seniority list will be considered accurate.

11.3 Loss of Seniority

An employee shall lose her seniority and shall be deemed to have terminated her employment in the event that:

- (a) she is discharged for just cause;
- (b) she voluntarily terminates her employment;
- (c) she is on layoff for more than 12 months;
- (d) she abandons her position in accordance with Clause 10.7;
- (e) she is on layoff and fails to report when recalled for work of an ongoing nature within seven calendar days after being notified of recall by registered mail from the Employer. Employees who are required to provide notice to another employer may report to work within 14 calendar days after being notified of recall by registered mail.

11.4 Same Service Seniority Date

Where seniority rights are in dispute, and two or more employees have the same amount of seniority, the matter will be determined by chance.

ARTICLE 12 - VACANCY POSTING

12.1 Postings and Transfers

- (a) A posting shall be required for vacancies or new positions which are in excess of two calendar months and which the Employer is seeking to fill. A one-time increase of seven hours or less per week in the number of regularly-scheduled hours of a regular position shall not constitute a vacancy.
- (b) A change in the starting or quitting times, shift schedules, master rotation or scheduled days off shall not constitute a vacancy.
- (c) The Employer agrees to post such vacancy or new job for a period of at least seven calendar days in advance of the selection. Applications must be received during the seven-day period or the closing date, whichever is longer, in order to be considered by the Employer.
- (d) The posting shall contain the following information: title of the job, qualifications, nature of the position, hours of work, shift schedule and wage rate.
- (e) Where operational requirements make it necessary, the Employer may make temporary appointments pending the posting process. Vacancies of two months or less shall be filled in accordance with Article 29.
- (f) A copy of the job posting will be sent to the steward(s).

- (g) The Employer will only seek external candidates if the vacancy cannot be filled from the bargaining unit.
- (h) The successful applicant will be notified within one week of the decision being made and the name of the successful candidate will be posted on the bulletin board.
- (i) An employee granted a temporary promotion or transfer shall return to her former job and pay rate without loss of seniority and accrued perquisites when the temporary promotion or transfer terminates.

12.2 Eligibility to Apply for Postings

Employees who post into any temporary vacancy in the same classification will not be eligible to apply for any further temporary vacancy whose schedule conflicts with the current temporary position for a period of three months.

12.3 Selection Criteria

The successful applicant will be determined on consideration of the qualifications, knowledge, education, skills, experience and suitability. Where two or more applicants are relatively equal, the one with the greater seniority will be selected.

12.4 Probationary Period

It is understood that all new employees will be subject to a probationary period of 450 hours worked. The Employer may dismiss a probationary employee where the probationary employee is found to be unsuitable for continued employment in the position to which she has been appointed.

12.5 Qualifying Period

When a vacancy is filled by an existing regular employee, the employee shall be declared permanent in the new job after a period of 300 hours worked if it is a different classification for that employee. In the event the successful applicant proves unsatisfactory in the position during the trial period or if the employee is unable to perform the duties of the new job classification, or the employee wishes to return to her former position, she shall be returned to her former position, and wage/salary rates, without loss of seniority. Any other employee promoted or transferred because of rearrangement of positions shall be returned to her former position, and wage or salary rate, without loss of seniority.

12.6 Applications from Employees

Applications from qualified employees shall be considered prior to applications from non-employees.

12.7 Right to Grieve

Where an employee feels she has been aggrieved by any decision of the Employer relating to promotion, transfer, or demotion, the employee may initiate a grievance.

Employees who are not the successful applicant for a position may request, within five calendar days of being informed they were not successful, that they be provided in writing with the reasons they were unsuccessful.

An unsuccessful applicant may file a grievance at Step 1 within seven calendar days of receipt of the written reasons, outlined above.

Where a grievance has been filed regarding the filling of a bargaining unit position, the Employer agrees to inform the Union of the name of the successful applicant and all current local bargaining unit employees who were applicants.

ARTICLE 13 - LAYOFF AND RECALL

In the event of a layoff, the following shall apply:

- (a) The employees shall be laid off by job classification in reverse order of seniority.
- (b) A laid-off employee may displace a less senior employee in the same department provided the employee is qualified to do the job of the less senior employee.

Displacement rights must be exercised within seven calendar days of notification of layoff by providing written notice to the person in charge;

- (c) A displaced employee shall be entitled to bid on any vacancies or new positions at the worksite. The selection of the vacant position shall be in accordance with Clause 12.3.

Laid-off regular employees shall retain their seniority and perquisites accumulated up to the time of layoff, for a period of one year and shall be rehired, subject to ability to do the work available, on the basis of last off - first on.

- (d) Employees on layoff shall be recalled by classification in order of seniority subject to ability to do the work available;
- (e)
 - (1) After three consecutive months of employment, the Employer becomes liable to pay an employee an amount equal to one week's wages as compensation for length of service.
 - (2) The Employer's liability for compensation for length of service increases as follows:
 - (i) after 12 consecutive months of employment, to an amount equal to two weeks' wages;
 - (ii) after three consecutive years of employment, to an amount equal to three weeks' wages plus one additional week's wages for each additional year of employment, to a maximum of eight weeks' wages.
 - (3) The liability is deemed to be discharged if the employee:
 - (i) is given notice of termination as follows:
 - a. one week's notice after three consecutive months of employment;
 - b. two weeks' notice after 12 consecutive months of employment;
 - c. three weeks' notice after three consecutive years of employment, plus one additional week for each additional year of employment, to a maximum of eight weeks' notice;
 - (ii) is given a combination of written notice under (e)(3)(i) and money equivalent to the amount the Employer is liable to pay, or
 - (iii) terminates the employment, retires from employment, or is dismissed for just cause.

ARTICLE 14 - HOURS OF WORK**14.1 Continuous Operation**

The workweek shall provide for continuous operation based on a seven day week, 24 hours per day.

14.2 Hours of Work

The hours of work for a regular full-time employee will be seven and one-half hours or eight hours per day, exclusive of unpaid meal breaks, depending on the employee's shift rotation and departmental operational requirements. The minimum annual hours for a regular full-time employee are 1900.

14.3 Scheduling

- (a) The Employer shall arrange all shift schedules and post them at least 14 days in advance of the effective date. When shift schedule changes are made, the shifts shall be offered to employees by classification and seniority.
- (b) Regular full-time employees, except by agreement between the Employer and the employee, shall not be required to work in excess of five consecutive shifts without receiving two consecutive days off, which may include statutory holidays, otherwise overtime shall be paid in accordance with Article 15.
- (c) There shall be no split shifts.
- (d) An employee reporting to work at the call of the Employer shall be paid a minimum of two hours pay at her regular rate of pay if she does not commence work, and a minimum of four hours pay at her regular rate of pay if she commences work.
- (e) Employees may exchange shifts with the prior approval of the Employer, provided that there is no increase in cost to the Employer and a minimum of eight hours between shifts. Such requests shall not be unreasonably withheld.
- (f) If shifts are scheduled so that there are not eight hours between the end of an employee's shift and the start of the next regular shift, the employee shall not be required to report to work until there are eight clear hours between the end of the last shift and the beginning of the next regular shift. In such cases, the Employer agrees to pay the employee, at straight-time rates, as if the employee had reported to work for the regularly-scheduled shift.
- (g) Where the Employer plans to implement a significant change in the shift schedule of regular employees, which will affect a majority of employees in the rotation, the change may be made provided that:
 - (1) the change is consistent with the operational requirements and the provisions of the collective agreement and is not capricious, arbitrary, discriminatory or in bad faith; and
 - (2) the Employer has inquired into and given prior due consideration to the importance placed by the affected employee(s) on the existing hours of work, days off and work area; and the impact the changes will have on the personal circumstances of such employees; and
 - (3) the Employer consults with the Union and engages in discussion regarding consideration of possible options and implementation, in advance of the change.

14.4 Shift Differential

Employees working the afternoon shift (shifts commencing at 4:00 p.m.) shall be paid a shift differential of 55¢ per hour for the entire shift worked.

Employees working the night shift (shifts commencing at 12:00 a.m.) shall be paid a shift differential of 55¢ per hour for the entire shift worked.

14.5 Rest and Meal Periods

- (a) There shall be a 15 minute rest period in each half of any full shift. Employees working less than a full shift, but a minimum of four hours, will receive one 15 minute paid rest period.
- (b) An unpaid meal period of one-half hour will be scheduled as close as possible to the middle of each shift of five hours or more. Employees required by the Employer to work during their scheduled lunch break will have their lunch break rescheduled to an alternative time during that shift. Employees whose lunch break is not rescheduled will be paid for their lunch period at straight-time rate. The actual meal time may be varied by mutual agreement at the local level between the employee and the supervisor/manager.
- (c) There shall be a designated area for staff to take their rest and meal breaks.

ARTICLE 15 - OVERTIME

15.1 Definition of Overtime

- (a) "*Overtime*" means authorized work performed by an employee in excess of the hours of work outlined in Clause 14.2. Overtime shall not be claimed or received for work which is less than 15 minutes. All work less than 15 minutes in excess of the hours of work outlined in Clause 14.2, shall be paid at straight-time rates of pay. Work in excess of 15 minutes will be paid at the applicable overtime rate.
- (b) "*Straight-time rate*" means the hourly rate of remuneration.
- (c) "*Time and one-half*" means one and one-half times the straight-time rate.
- (d) "*Double-time*" means two times the straight-time rate.

15.2 Authorization and Application of Overtime

An employee who is required to work overtime shall be entitled to overtime compensation when the overtime worked is authorized in advance by the Community Manager in charge.

15.3 Sharing of Overtime

- (a) Overtime may be offered first to those already on shift, otherwise overtime shall be allocated on an equitable basis within the appropriate classifications and based on employee availability. For the purpose of this clause, an effort by the Employer to contact an employee shall constitute an opportunity to work.
- (b) A refusal to work overtime shall constitute an opportunity to have worked.

15.4 Right to Refuse Overtime

All employees have the right to refuse to work overtime without being subject to disciplinary action for so refusing, except when required to do so in emergency situations or for the safety of the residents.

15.5 Overtime for Part-Time and Casual Employees

A regular part-time or casual employee working less than the normal hours per day of a full-time employee, and who is requested to work longer than her regular workday, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the workday of a full-time employee. Overtime rates shall apply to hours worked in excess of the normal hours in the workday of a full-time employee.

A regular part-time or casual employee working less than the normal days per week of a full-time employee and who is requested to work other than her regularly-scheduled workdays, shall be paid at the rate of straight-time for the days so worked up to and including the normal workdays in the workweek of a full-time employee. Overtime rates shall apply to hours worked in excess of normal workdays in the workweek of a full-time employee, except part-time or casual employees who also work casual hours may work up to six consecutive days without incurring overtime providing they have a minimum of four days' rest every 14 calendar days.

15.6 Overtime Compensation

Overtime worked shall be compensated at the following rates:

- (a) time and one-half for the first four hours of overtime on a regularly-scheduled workday;
- (b) double-time in excess of (a);
- (c) subject to Clause 15.4, time and one-half for all hours worked on the employee's scheduled day of rest, but employees shall not have the day off re-scheduled.
- (d) overtime shall be compensated and paid out within three weeks of its occurrence.

15.7 Callback

Regular employees called back to work on their regular time off shall receive a minimum of two hours overtime pay at the applicable rate.

15.8 Rest Interval

A regular employee required to work overtime beyond her regularly scheduled shift shall be entitled to eight clear hours off between the end of the overtime and the start of the next regular shift. If it is not possible to provide eight clear hours off between the overtime shift and the employee's next regularly-scheduled shift, then the employee shall not be required to report to work until there are eight clear hours between the end of the overtime shift and the beginning of the next regular shift. In such cases, the Employer agrees to pay the employee, at straight-time rates, as if the employee had reported to work for the regularly scheduled shift.

15.9 Shift Exchanges

In no event shall any overtime be payable as a result of employees voluntarily exchanging shifts. All shift exchanges must be approved in accordance with Clause 14.3(e).

15.10 Overtime Meal Allowance

An employee who is required to work a minimum of two and one-half hours overtime following her scheduled hours of work shall be provided with a meal. If no meal is available, the employee shall be reimbursed with a meal expense of \$10.

ARTICLE 16 - PAID HOLIDAYS

16.1 Paid Holidays

- (a) The following are recognized as statutory holidays at the facility:

New Years Day
Family Day

Victoria Day
Canada Day

Thanksgiving Day
Remembrance Day

Good Friday	BC Day	Christmas Day
Easter Monday	Labour Day	Boxing Day

(b) Any other holiday proclaimed as a holiday by the federal government or the government of the Province of British Columbia shall also be a paid holiday.

16.2 Working on a Statutory Holiday

Regular employees who are required to work on a statutory holiday, with exception of Christmas Day, shall be paid at a rate of two and one-half times her rate of pay for hours worked.

Regular employees who are required to work on Christmas Day, shall be paid at a rate of triple time for her rate of pay for hours worked.

16.3 Holiday Falling on a Day of Rest

When a paid holiday falls on an employee's day of rest, a regular employee shall be paid for their normally scheduled daily hours of work.

16.4 Christmas or New Year's Day Off

The Employer agrees to make every reasonable effort to ensure that employees required to work shifts shall have at least Christmas Day or the following New Year's Day off, based on seniority, staffing requirements and the holiday shifts worked the previous year. Employees shall indicate their preference in writing on or before November 1st of each year.

16.5 Alternative Days Off

The Employer recognizes the cultural diversity of their employees and will endeavour to grant employees PTO to observe spiritual, cultural or Holy Days. Such leave shall not be unreasonably withheld and may be subject to operational requirements.

16.6 Paid Holiday Pay

Payment for paid holidays will be made at an employee's basic pay, except if an employee has been working in a higher-paid position than her regular position for a majority of the 60 workdays preceding the designated holiday, in which case she shall receive the higher rate.

ARTICLE 17 - PAID TIME OFF

17.1 Paid Time Off (PTO)

Regular employees will be eligible for 0.1154 hours of paid time off (PTO) for every hour paid (e.g. 240 hours per year based on a 40-hour workweek). Regular employees may request PTO after completing their probationary period. Casual employees will not be eligible for PTO, but will receive 6% of earnings on each paycheck in lieu of PTO.

17.2 Planned PTO

(a) The PTO year is a calendar year, January 1st to December 31st. Requests for planned PTO between January 1st and June 30th must be submitted to the Employer by November 15th of the previous year. Requests for planned PTO between July 1st and December 31st must be submitted to the Employer by March 31st. PTO requests shall be approved by the Employer within fourteen calendar days of the submission dates above.

- (b) If an employee cannot attend work due to illness or injury, the employee shall be required to use PTO as per Clause 18.1.
- (c) Planned PTO shall be granted on the basis of service seniority within a department. An employee shall be entitled to receive her PTO in an unbroken period. Employees wishing to split their planned PTO may exercise service seniority rights on their first choice within each vacation block. Seniority shall prevail in the choice of the subsequent PTO period, but only after all other first planned PTO periods have been selected.
- (d) Employees who do not exercise their seniority rights by the cutoff dates shall not be entitled to exercise those rights with respect to any planned PTO previously selected by employees with less seniority.
- (e) Planned PTO, once approved, shall not be changed except in cases of emergency or by mutual agreement between the employee and the Employer.

17.3 Unplanned PTO

- (a) Employees may opt to use PTO for any unplanned absences including, but not limited to, absences due to illness or injury. Employees shall not be required to use PTO for special leaves under Clauses 20.1 and 20.2.
- (b) Requests for unplanned PTO shall be made in writing with seven calendar days' notice. The Employer will respond to the request within two calendar days.

17.4 Callback

- (a) Employees who have commenced their PTO shall not be called back to work, except in cases of extreme emergency.
- (b) When, during any PTO period, an employee is recalled to duty, she shall be reimbursed for all reasonable expenses incurred thereby by herself, in proceeding to her place of duty and in returning to the place from which she was recalled upon resumption of PTO, upon submission of receipts to the Employer.
- (c) Time necessary for travel in returning to her place of duty and returning again to the place from which she was recalled shall not be counted against her remaining PTO time.

17.5 Paid Time Off Credits Upon Death

Earned but unused PTO entitlement shall be made payable, upon an employee's death, to the employee's estate.

17.6 Reinstatement of PTO Days

In the event an employee is qualified for compassionate leave, prior to the commencement of her PTO period, there shall be no deduction from the PTO credits for such leave. The PTO period so displaced shall be added to the PTO period if requested by the employee and it is mutually agreed by the employee and the Employer; but where the parties do not agree, it shall be reinstated for use at a later date.

17.7 Carryover of PTO

Regular full-time employees may carry over a maximum of 40 hours of PTO per year and regular part-time employees may carry over PTO hours prorated based on the number of hours they work.

The Employer may schedule employees' PTO for them, except that allowed to be carried over, for PTO not scheduled by September 30th each year.

ARTICLE 18 - SICK LEAVE

18.1 Sick Leave Entitlement

If a regular employee cannot attend work due to illness or injury, the employee shall be required to use a minimum of 0.0307 hours of PTO for every hour paid (e.g. 60 hours per year based on a 37.5-hour workweek) off for scheduled or unscheduled medical leave prior to taking unpaid leave for illness or injury. Once an employee has used 0.0307 hours of PTO for every hour worked, they shall not be required to use any additional PTO for illness or injury per calendar year. However, an employee may opt to use PTO for additional absence due to illness or injury and must notify the Employer of their wish to do so.

Employees who wish to continue coverage under Article 24 - Health and Welfare may do so as per Clause 20.5.

18.2 Medical Certificates

The Community Manager may require employees who are absent from work due to illness exceeding three consecutive shifts, exceed eight sick leave occurrences in one calendar year or appear to have a pattern of absences, to provide a medical certificate. The cost of obtaining a medical certificate will be shared 50/50 with the employee and the Employer. Medical notes that include diagnostic information will be forwarded to the Human Resources Representative in a sealed envelope to protect the employee's privacy. The Human Resources Representative will be responsible for the privacy of such information and determining if the leave is approved or not.

18.3 Employee to Inform Employer

The employee shall advise the Community Manager at least 24 hours prior to the start of her next shift or as soon as possible of her inability to report to work because of sickness or injury, the nature of the illness or injury, and the probable date of her return to work.

Employees who are absent from work because of sickness shall contact the Community Manager on a regular basis regarding the status of their condition and/or the anticipated date of return to work.

Employees who have been absent from work due to illness or injury must provide sufficient notice to the Employer of their ability to return to work, prior to doing so. It is agreed that longer notice is required where the employee has been absent from work for a period in excess of 30 consecutive days.

Employees may be required to prove fitness to return to work, prior to actually returning to work.

18.4 Probationary Period

During the probationary period, an employee is not entitled to sick leave. Upon completion of the probationary period, an employee will be credited with PTO accumulated during the probationary period.

18.5 Third Party Coverage

In the event than an employee is absent from duty because of illness or injury in respect of which wage loss benefits may be payable to the employee by the Insurance Corporation of British Columbia (ICBC), the liability of the Employer to pay sick pay shall rank after the ICBC. Notwithstanding such liability, the Employer shall pay the employee such sick leave pay as would otherwise be payable under this agreement. The employee shall not be obliged to take action against the ICBC, but the Employer shall be entitled to subrogate to the rights of the employee and to take whatever action may be appropriate against the ICBC at any time after six months following the illness or injury, unless the employee first elects to take action

on her own behalf. To the extent that the employee recovers monies as compensation for wages lost, the Employer shall be reimbursed any sick leave pay that it may have paid to the employee.

Where the Employer recovers monies from the ICBC, the employee's sick leave credits shall be proportionately reinstated.

ARTICLE 19 - WORKERS' COMPENSATION

19.1 Sick Leave/Workers' Compensation

Paid time off shall be paid for one day or less not covered by the *Workers Compensation Act*.

19.2 Benefits While on Compensation

Regular employees who are absent from work and in receipt of WCB wage loss replacement benefits shall be considered as being on unpaid leave of absence, except that seniority and benefits shall be applied as follows:

- (a) seniority hours pursuant to Clause 11.1 shall continue to accrue;
- (b) PTO entitlement in Clause 17.1 shall continue to accrue; and
- (c) the Health and Welfare provisions of Article 24 will continue to apply for 20 working shifts or the end of the calendar month in which the employee is injured whichever is greater.

19.3 Employee to Contact Employer

Employees commencing a WCB leave are required to provide the Employer with current contact information in writing including home and mailing address and home or cell phone number. Employees are also required to provide in writing to the Employer any changes to their contact information as it occurs.

Employees who are absent from work due to a Workers' Compensation Board related injury shall contact their supervisor or the designated person in charge on a regular basis regarding the status of their condition and/or the anticipated date of return to work.

Prior to returning to work, employees who have been absent from work and in receipt of WCB wage-loss replacement benefits may be required to produce a medical certificate certifying that they have fully recovered from the compensable injury and are able to perform the full scope of their duties.

ARTICLE 20 - SPECIAL AND OTHER LEAVE

20.1 Compassionate Care Leave

An employee who is entitled to compassionate care benefits under the *Employment Insurance Act* is entitled to a leave of absence without pay of up to eight weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within 26 weeks. The employee will be required to provide documentation to support her request for such leave. There will be no interruption in the accrual of seniority or benefits provided for under Article 24.

20.2 Bereavement Leave

- (a) In the event of the death of an immediate family member, an employee who is not on unpaid leave of absence shall be entitled to bereavement leave, at her regular rate of pay, for three days. The employee shall be entitled to two additional days off, with pay, to travel in conjunction with the bereavement leave day, if the normal expected travel time exceeds four hours.

(b) In the alternative to (a) above, if an established ethno-cultural or religious practice provides for ceremonial occasions other than the bereavement period between the date of death and the date of the funeral, an employee may take the bereavement leave day and any necessary travel time referred to (a), at the time of the ceremonial occasion.

(c) "*Immediate family*" is defined as an employee's parent, stepparent, foster parent, spouse, common-law spouse, child, legal stepchild, legal ward, legal guardian, brother, sister, stepsibling, father-in-law, mother-in-law, grandparent, spouse's grandparent, grandchildren, spouse's grandchildren, daughter-in-law, son-in-law, and any other relative permanently residing in the employee's household or with whom the employee resides. In the event of the death of the employee's aunt or uncle, the employee shall be entitled to bereavement leave for one day.

(d) If an employee is on PTO at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to PTO.

20.3 Unpaid Leave for Public Office

Employees shall be granted unpaid leave of absence to enable them to run for elected public office, and if elected, to serve their term(s) of office as per Clauses 20.4 and 20.5.

20.4 General Leave

(a) Subject to 20.4(b), an employee may request unpaid leave of absence for any purpose. Requests for such leave of absence will be made in writing, addressed to their immediate supervisor. Reasonable notice of at least 14 days will be given to minimize dislocation of staff. The Employer will indicate to the employee, in writing, the acceptance or refusal of such a request within a reasonable period of time. Such permission shall be subject to operational requirements and shall not be unreasonably withheld.

(b) Such leave shall not be granted where the employee is assuming other employment. Leaves shall not be extended beyond six months, except in exceptional or unusual circumstances.

(c) Any employee who has been granted leave of absence and who over stays such leave by more than three working shifts, unless permission is obtained or a satisfactory explanation is provided, shall be considered to have terminated employment without notice. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there was an acceptable reason for not having informed the Employer.

(d) When an employee is away on unpaid leave of absence or an accumulation of unpaid leaves of absence exceeding 20 working shifts in any year, the employee shall not accumulate benefits or seniority from the 21st day of the unpaid leave to the last day of the unpaid leave.

20.5 Health and Welfare Benefits While on Unpaid Leave of Absence

The Employer will continue to pay its share of the applicable health and welfare benefits for a maximum of 20 work shifts in any calendar year. For any leave of absence or accumulation of leaves of absence in excess of 20 work shifts in any calendar year, benefit coverage may be continued by the employee, provided the employee pays, in advance, the monthly cost of all the benefit premiums to the Employer in accordance with the procedures established by the Employer.

20.6 Education Leave

(a) An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees and course required books, pre-approved out of town travelling and subsistence

expenses and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.

(b) When an employee goes on approved education leave, upon completion of the leave she will return to her former position.

(c) Educational courses referred to on a job description need not be paid for by the Employer and employees may use PTO or unpaid leave. This does not apply to mandatory training or required renewals for first aid courses, the cost of which shall be borne by the Employer.

20.7 Jury Duty and Leave for Court Appearances

Regular employees who are required to serve as jurors or witnesses in any court, provided such court action is not occasioned by the employee's private affairs, shall be granted leave of absence without loss of pay equal to the length of the court duty. An employee in receipt of her regular earnings while serving at a court shall remit to the Employer all monies paid to her by the court, except travelling and meal allowances not reimbursed by the Employer.

In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.

ARTICLE 21 - MATERNITY, PARENTAL AND ADOPTION LEAVE

21.1 Maternity Leave

(a) A pregnant employee who requests leave under this agreement is entitled to 17 weeks of unpaid leave:

(1) *Beginning:*

- (i) no earlier than 11 weeks before the expected birth date; and
- (ii) no later than the actual birth date.

(2) *Ending:*

- (i) no earlier than six weeks after the actual birth date, unless the employee requests a shorter period; and
- (ii) no later than 17 weeks after the actual birth date.

(b) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled up to six consecutive weeks of unpaid leave beginning on the date of the birth or the termination of the pregnancy.

(c) An employee is entitled up to six additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under Subsection (a) or (b).

(d) A request for leave must:

- (1) be given in writing to the Employer;
- (2) if the request is made during the pregnancy, be given to the Employer at least four weeks before the day the employee proposes to begin leave; and

(3) if required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under Subsection (c).

(e) A request for a shorter period under Subsection (a)(2)(i) must:

(1) be given in writing to the Employer at least one week before the date the employee proposes to return to work; and

(2) if required by the Employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

21.2 Parental Leave

(a) An employee who requests parental leave under this article is entitled to:

(1) for a birth mother who takes leave under Clause 21.1 in relation to the birth of a child or children with respect to whom the parental leave is to be taken, up to 61 consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Clause 21.2 unless the Employer and the employee agree otherwise;

(2) for a birth mother who does not take leave under Clause 21.2 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 62 consecutive weeks of unpaid leave beginning after the child's birth and within 78 weeks after the event;

(3) for a birth father, up to 62 consecutive weeks of unpaid leave beginning after the child's birth and within 78 weeks after that event, and

(4) for an adopting parent, up to 62 consecutive weeks of unpaid leave beginning after the child is placed with the parent.

(b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five additional weeks of unpaid leave, beginning immediately after the end of the leave taken under Subsection (a).

(c) A request for leave must:

(1) be given in writing to the Employer;

(2) if the request is for leave under Subsection (a)(1) or (a)(2), be given to the Employer at least four weeks before the employee proposes to begin leave; and

(3) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement leave.

(d) An employee's combined entitlement to leave under Clauses 21.1 and 21.2 is limited to 78 weeks plus any additional leave the employee is entitled to under Clause 21.1(c) or 21.2(c).

21.3 Return from Leave

An employee on maternity or parental leave pursuant to Clauses 21.1 and 21.2 shall provide the Employer with at least one month's written notice. On return from leave, an employee shall be placed in her former position or where the position no longer exists in a position of equal rank and basic pay. Where no position exists, Article 13 shall apply.

The employee shall not have an advantage over other employees as a result of such leave.

21.4 Benefit Plan

If an employee maintains coverage for benefits while on maternity leave, the Employer agrees to pay the Employer's share of these premiums for the maximum of 17 weeks and for an employee on parental leave, a maximum of 37 weeks.

If an employee fails to return to work, the Employer will recover monies paid under this section.

21.5 Sick Leave

Illness arising due to pregnancy during employment, prior to leave of absence, may be charged to normal sick leave and/or PTO.

21.6 Paid Time Off (PTO)

The employee shall retain PTO credits she had accrued immediately prior to commencing the leave.

21.7 Seniority Rights on Reinstatement

(a) An employee who returns to work after the expiration of the maternity or parental leave shall retain the seniority she had accrued immediately prior to commencing the leave and shall be credited with seniority for the period covered by the approved leave.

(b) The employee shall be deemed to have resigned on the date upon which her leave commenced if notice of return from leave is not made within one month prior to the expiration of the leave or if she does not return to work on the date specified on the notice of return from leave.

ARTICLE 22 - SAFETY AND HEALTH

22.1 Safety Committee

A safety and health committee shall be established. Unless otherwise mutually agreed, the Committee shall be composed of:

- (a) up to two representatives appointed by the Employer; and
- (b) up to two representatives or their alternate(s) as appointed by the Union.

The union representatives shall be employees at the worksite.

22.2 Committee Responsibilities

The Safety and Health Committee shall function in accordance with the provisions of the Industrial Health and Safety Regulations made pursuant to the *Workers Compensation Act*. Minutes of all Safety and Health Committee meetings shall be kept and copies of such minutes shall be sent to the Employer and the union designate.

22.3 Date of Injury

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of their shift at her regular rate of pay, unless a doctor states that the employee is fit for further work on that shift.

22.4 Transportation

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer.

22.5 Right to Refuse Unsafe Work

No employee shall be disciplined for refusal to work where they can demonstrate that the work is unsafe as per the *Workers Compensation Act* and regulations.

22.6 Lieu Time to Attend Meetings

Members of the Safety and Health Committee who attend committee meetings outside normal working hours shall be credited with equivalent straight-time off with pay, to be scheduled at a mutually agreeable time.

22.7 Investigation of Accidents

The Safety and Health Committee shall be notified in a timely manner of each accident and injury involving an employee which has occurred since the last meeting of the Committee. The Committee may investigate the incident jointly, by one representative of the Union and one employer representative and report to the Union and the Employer on the nature and cause of the accident or injury. Where the Committee makes a report, the Committee shall decide on the format of the report and whether the report should be sent to the Workers' Compensation Board.

In the event of a fatality, the Employer shall immediately notify the President of the Union (or designate) and the Bargaining Committee Chairperson.

22.8 Aggressive Residents

(a) "*Aggressive behaviour*" means the attempted or actual exercise by a person, other than an employee, of any physical force so as to cause injury to an employee, and includes any threatening statement or behaviour which gives an employee reasonable cause to believe that the employee is at risk of injury.

(b) When the Employer is aware that a client has a history of aggressive behaviour, the Employer will make such information available to the employee.

(c) Where employees may be at risk from aggressive behaviour, in-service and/or instruction on how to respond to aggressive behaviour will be provided by the Employer. The S&H Committee shall be consulted on the curriculum. Where a risk of injury to employees from violence is identified in accordance with Section 8.90 of the Protection of Workers from Violence Workplace Regulations, the Employer will, in consultation with the Committee, establish appropriate physical and procedural measures to eliminate or, where that is not possible, minimize risk. The Employer shall make every reasonable effort to ensure that sufficient staff are present, when possible, or that staff are sufficiently protected to ensure their safety in situations where overly aggressive behaviour by clients can be anticipated to occur.

(d) At the choice of the employee, private and confidential critical stress defusing shall be made available and known to employees who have suffered a serious work related traumatic incident of an unusual nature. The steward shall be immediately notified by the Employer of the traumatic incident.

22.9 Employees Working Alone

(a) Employees who work alone shall be supplied appropriate equipment necessary in order to ensure personal safety. Appropriate equipment and the procedure for check-in outlined in (b) below, may vary dependent on the variety of work alone situations. The Joint Occupational Health and Safety Committee ("*Joint OH&S Committee*") shall take input from employees in working alone situations and WorkSafeBC to determine what equipment is appropriate, and make recommendations to the Employer. Equipment shall be supplied and paid for by the Employer.

(b) The Employer shall set up a check-in procedure for all employees who work alone under conditions which present a risk of disabling injury as outlined in the WorkSafeBC OH&S Regulations, in consultation with employees who work alone and the Joint OH&S Committee. The procedure will be set up with log books indicating who and how each employee was checked for safety with dates and times of every check. The Employer shall pay for any costs associated with the implementation of the procedure.

ARTICLE 23 - CONTRACTING OUT

The Employer agrees not to contract out bargaining unit work to any outside agency which would result in the laying off of employees in the bargaining unit.

ARTICLE 24 - HEALTH AND WELFARE

24.1 Benefit Coverage

(a) *Prescription Drugs*: The Employer will pay 100% of the premium cost. The plan follows the BC Provincial Drug Formulary and allows Special Authority Requests for a limited number of prescription drugs that are not covered under the mainstream drug formulary. Eligible employees will receive a maximum benefit of up to \$2,000 per calendar year. Notes: 1. The employee must register for Fair Pharmacare 2. Employee will pay any dispensing fee charge in excess of \$7.50 per prescription or refill. The benefit plan will provide for a direct pay drug card.

(b) *Extended Health Care*: The Employer will pay 100% of the premium cost. The plan covers paramedical services \$500 per practitioner per calendar year up to a combined maximum of \$1,000 per calendar year, optometric eye exams at \$70 per year, prescription eye glasses/contact lenses at \$200 per 24 months, out of province emergency travel coverage and referral services.

(c) *Dental Services*: The Employer will pay 100% of the premium cost. The plan covers basic services, comprehensive basic services, and major services. Preventative and comprehensive basic services are reimbursed at 90% and major services are reimbursed at 50%. The plan pays a maximum of \$2,000 per covered person per year for all services combined.

(d) *Group Life Insurance*: The Employer will pay 100% of the premium cost. Group Life Insurance is a taxable benefit to the employee. The plan provides insurance benefit for the participant of \$100,000 for each accidental death and dismemberment and for life insurance. Dependant life insurance benefit coverage is \$10,000 for spouse and \$5,000 for each child.

(e) *Medical Services Plan*: Regular full-time employees who are enrolled in the Employer's Health and Welfare Benefits will be paid \$200 per year towards MSP coverage. Regular part-time employees who are enrolled in the Employer's Health and Welfare Benefits will be paid \$100 per year towards MSP coverage. The eligible amount will be paid out the first payday in December each year.

The Employer recognizes the value of good physical and emotional health. If MSP premiums are eliminated, the Employer will continue to provide the benefits of (e) above to all employees as described for the purpose of health and wellness.

(f) *Long-Term Disability Plan*: The Employer will pay 100% of the premium cost. The amount of the monthly benefit is the lesser of 66.7% of the gross monthly income determined at the beginning of disability (up to a maximum of \$6,000 per month) or 85% of the net monthly income determined at the beginning of disability less all applicable deductions.

(g) *Benefit Coverage Brochure*: Detailed information will be provided in the benefit information brochure upon enrolment of qualifying employees in the plan.

24.2 Commencement of Coverage

(a) Coverage under the provisions of this article shall apply to regular full-time and regular part-time employees who work 20 hours or more per week and shall commence the first day of the calendar month immediately following the completion of the employee's probationary period.

(b) *Casual Employees Working Regular Assignments Exceeding Six Continuous Months*: Casual employees who temporarily fill a specific regular full-time or regular part-time position are entitled to the health and welfare plans specified under this article provided the specific assignment exceeds six continuous months in duration and the employee works at least 20 hours or more per week. Benefits will apply for the duration of the specified temporary assignment only and shall commence the first day of the calendar month immediately following the completion of 488 hours of work at the facility.

Benefits will not apply to casual employees who fill a series of regular full-time or regular part-time positions of less than six months duration even though the cumulative number of assignments exceeds six months duration or longer.

24.3 Employer to Arrange for Coverage

The Union recognizes and agrees that the Employer's obligations and liability with regard to providing the benefit and insurance coverage agreed to herein is in all events limited to arranging for the underwriting coverage by the insurer(s) and for the internal procedural administration of the Plans. The Employer cannot be held liable for refusal by the insurer(s) to underwrite any plan, for cancellation of coverage of any Plan by the insurer(s) or for the rejection of any claim or claims by the insurer(s).

24.4 Payment in Lieu of Health and Welfare Benefits

Employees not entitled to health and welfare benefits shall receive compensation of fifty cents per working hour, up to a minimum of sixty dollars per biweekly pay period.

ARTICLE 25 - WORK CLOTHING AND RELATED SUPPLIES

The Employer will supply suitable gloves and aprons and other protective clothing to employees required by the Employer to wear same.

If the Employer was to require a uniform other than scrubs to be worn by staff, the Employer must provide and maintain such (including regular cleaning).

ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES

26.1 Paydays

- (a) Employees shall be paid biweekly by direct deposit.
- (b) The distribution of paycheque stubs shall be on the payday.

26.2 Pay on Temporary Assignment

An employee temporarily assigned by the Employer to a position with a rate of pay lower than her rate of pay shall maintain her regular rate of pay.

26.3 Responsibility Pay

An employee temporarily assigned by the Employer to a position with a rate of pay higher than her rate of pay shall be paid the higher rate of pay for the shift.

An employee temporarily assigned by the Employer to an excluded position shall be paid a premium of \$1 per hour for each hour worked in the excluded position.

26.4 Mileage

An allowance of 50¢ per kilometre will be paid to employees required by the Employer to use their own vehicle in the performance of their duties.

The Employer will pay for reasonable parking expenses incurred by an employee who uses her own vehicle in the performance of their duties.

ARTICLE 27 - NOTICE OF NEW AND CHANGED POSITIONS

27.1 Job Descriptions

The Employer agrees to supply the President of the Union (or designate), and Chairperson of the Bargaining Committee with the job descriptions for those classifications in the bargaining unit.

27.2 New Classifications/Duties

(a) *Notice of New Positions:* In the event the Employer shall establish a new position, the wage rate for the new position shall be established by the Employer and written notice shall be given to the Union. The wage rate shall be considered as agreed unless the Union objects to the proposed wage rate within 30 days of notification.

(b) *Notice of Changed Positions:* In the event that the Employer introduces significant changes to an existing job such that the job description is substantially altered, the Employer shall give written notice to the Union outlining the changes which have taken place, along with the Employer's proposal for a change in the wage rate, if any.

Should the Union object to the proposed wage rate, such objection to the wage rate must be made in writing, within 30 days of notification by the Employer.

If the Union deems it necessary, they may request to meet with the Employer to review the classification and rate and if mutual agreement cannot be reached, the difference may be referred to arbitration under the provisions of Article 9. Any change of rate resulting from discussion between the parties, or following a reference to arbitration, shall be retroactive to the date the new classification was instituted by the Employer.

If no written objection is received by the Employer, then the wage rate shall be considered as agreed to.

If the wage rate proposed by the Employer for the changed job is revised as a result of negotiation or arbitration, then the revised wage rate shall be effective from the date on which the changes were implemented.

ARTICLE 28 - GENERAL CONDITIONS**28.1 Indemnity**

Except where there has been negligence or a criminal act on the part of an employee, the Employer will:

- (a) exempt and save harmless employees from any liability action arising from the proper performance of her duties for the Employer; and
- (b) assume all costs, legal fees and other expenses arising from any such action.

28.2 Employer Property

Employees must return to the Employer all employer property in their possession at the time of termination of employment. The Employer shall take such action as required to recover the value of articles which are not returned.

28.3 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this agreement and her rights and obligations under it. For this reason, the Union shall print and distribute sufficient copies of the agreement to the stewards for distribution to employees on staff.

Initially the Union will provide 15 copies of the agreement for distribution. Thereafter, the Employer will print additional copies required. The Employer will be responsible for the printing of copies for the excluded staff.

28.4 Volunteers and Bargaining Unit Work

The use of volunteers will not result in the layoff of bargaining unit employees, nor will volunteers be used to fill established positions within the bargaining unit.

It is further agreed that the current practice regarding the use of volunteers, as of the date of execution of this agreement, is consistent with the above.

28.5 Personal Property Damage

Upon submission of reasonable proof, where an employee's personal clothing and needed tools of trade are damaged by a person in the care or custody of the Employer, the Employer shall pay, up to a maximum of \$200, for the repair or replacement costs of personal deductible insurance, provided such personal possessions conform with the Employer's professional appearance policy.

28.6 Joint Labour-Management Committee

- (a) The parties agree to establish a joint committee composed of up to two employees appointed by the Union, a union staff representative(s) and representatives of the Employer.
- (b) The Joint Committee shall meet quarterly, or at the call of either party, unless mutually agreed otherwise. Employees shall not suffer any loss of basic pay for time spent attending meetings of the Committee. The meeting may be held via teleconference.
- (c) An employer representative and a union representative shall alternate in presiding over the meetings.
- (d) The Committee shall not have jurisdiction over any matter of collective bargaining including the administration of this agreement. The Committee shall not have the power to bind either the Union or its members or the Employer to any decisions reached in its discussions.

- (e) The Committee shall have the power to make recommendations to the parties on the following:
 - (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
 - (2) correcting conditions causing misunderstandings;
 - (3) dealing with matters referred to it in this agreement;
- (f) Minutes of Joint Committee meetings shall be transcribed by the alternating Chair and distributed to committee members and the union office.

28.7 Employee Access to Leave Records

Employees shall have access to their own leave records for sick leave and PTO. Upon request, these shall be provided within a reasonable period of time.

28.8 In-Service Education and Staff Meetings

The parties recognize the value of in-service training both to the employee and the Employer. Employees who are required to attend training seminars or staff meetings shall be paid their appropriate rate of pay (including overtime, if applicable). When the meeting is voluntary, the employee has no obligation to attend. The employees shall have a minimum of three mandatory staff meetings per calendar year. Employees will be paid a minimum of two hours at the straight-time rate for each meeting. Employees living greater than 10 kilometres from the worksite may also claim mileage to and from their residence for the staff meeting unless the meeting abuts their work shift.

ARTICLE 29 - CASUAL CALL-IN

29.1 Part-Time Employees

- (a) Part-time employees may apply for casual work as long as this does not conflict with their regularly scheduled hours of work. For example, a situation where a conflict occurs is if you are scheduled for a shift (i.e. six hours) and another shift (i.e. seven and one-half hours) becomes available on the same day.
- (b) Part-time employees must notify the manager/designate, in writing, of their interest for casual work.
- (c) Once part-time employees have provided notice of interest in writing, they will be placed on the casual register, in order of seniority.

29.2 Casual Employees

Casual employees shall be called to work in order of seniority.

29.3 Procedure for Calling Part-Time and Casual Employees for Casual Work

- (a) Casual and part-time employees shall provide up to two phone numbers in which to be contacted at for casual shifts.
- (b) The log will be kept of all calls made for casual call-in. The logbook shall show:
 - (1) the date;
 - (2) employee called;
 - (3) time called;

- (4) the position/shift being called to fill;
 - (5) the outcome of the call (accept, decline, no answer, answering machine, message left);
 - (6) signature of caller.
- (c) If lead time for the shift to be filled is zero to less than seven days: Casual and part-time employees will be called in order of seniority, letting the phone ring six times per call or leaving a message. The first casual or part-time employee contacted and accepting the shift will receive the shift and it cannot be subsequently changed.
- (d) If lead time for a shift to be filled is more than seven days: Casual and part-time employees will be called in order of seniority. If the employee does not answer, a message will be left and the employee will be given one hour to return the call before the next employee is called for the shift.
- (e) The Community Manager will be responsible for replacing shifts, unless delegated to an employee on shift. Overtime must be pre-approved by management.
- (f) Where the schedule of a part-time employee registered for casual work conflicts with a casual assignment, the part-time employee shall be deemed to be unable to work, except that where the assignment is longer than three days, the employee shall be relieved of her regular schedule at the option of the employee. A part-time employee must take the entire block of shifts offered.
- (g) Casual employees who do not work three shifts within a three-month period, provided they have been offered a minimum of three shifts during that period, will be deemed to have terminated their employment.

ARTICLE 30 - TERM OF AGREEMENT

30.1 Duration

This agreement shall be binding and remain in effect until midnight November 30, 2021.

30.2 Notice to Bargain

- (a) This agreement may be opened to collective bargaining by either party giving written notice to the other party on or after July 31, 2021 but in any event, no later than midnight on August 31, 2021.
- (b) Where no notice is given by either party prior to August 31, 2021 both parties shall be deemed to have given notice under this section on August 31, 2021.
- (c) All notices on behalf of the Union shall be given by the staff representative appointed by the President of the Union and similar notices on behalf of the Employer shall be given by the Administrator.

30.3 Change in Agreement

Any change deemed necessary in this agreement, including any unique issues at an individual worksite, may be made by mutual agreement at any time during the life of this agreement.

30.4 Agreement to Continue in Force

Both parties shall adhere fully to the terms of this agreement until such time as either party discontinues negotiations.

During the term of this collective agreement, the Union agrees that there shall be no strike, and the Employer agrees that there shall be no lockout.

30.5 Effective Date of Agreement

The provisions of this agreement shall come into full force and effect on the date of ratification unless otherwise specified.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Stephanie Smith
President

Deborah Tedford
Human Resources

Marlene Anderson
Bargaining Committee Member

Seanna Sampson
Community Manager

Celine Lachapelle
Bargaining Committee Member

Dwayne Ardell
Staff Representative

Dated this _____ day of _____, 20_____.

APPENDIX 1
Wage Schedule - Classifications and Hourly Rates

Position	Present	December 1, 2018	December 1, 2019	December 1, 2020
Registered Care Aid	\$19.96	\$20.36	\$20.77	\$21.19
Cook	\$18.71	\$19.08	\$19.47	\$19.86

This reflects an increase of 2% per year. The raise for December 1, 2018 is retroactive.

APPENDIX 2
List of Arbitrators/Investigators

Mark Brown
Mark Atkinson
Marguerite Jackson, QC
Kate Young

The parties may mutually agree to select an arbitrator not listed above if these arbitrators should be unavailable within a two-month period.

MEMORANDUM OF AGREEMENT 1
Staff Meals

The price charged to employees for staff meals at the facility shall be 50% of the current dinner rate for all visitors purchasing meals at the facility.

MEMORANDUM OF AGREEMENT 2
Cook Duties

It is agreed that a cook assigned to perform the duties of ordering and/or inventory shall receive responsibility pay of \$1 per hour for all hours worked on a shift where these duties are assigned. Employees receiving responsibility pay are expected to be leaders in following the standardized menu plan.

The duties of ordering and/or inventory will not be carried out by management staff, except where there is no qualified bargaining unit employee available.